



San Bernardino County

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC		Dept.	A	Contract Number 03 -	
County Department CSA 70, Improvement Zone L					Dept.	Orgn.	Contractor's License No. # 723919	
County Department Contract Representative James A. Oravets Division Operations Engineer					Telephone (760) 955-9885		Total Contract Amount \$ 307,355.00	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
							Amendment Amount	
Fund CEQ	Dept. CEQ	Organization 685	Appr. 410	Obj/Rev Source 4010	GRC/PROJ/JOB No. 990046		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name Drilling of Well No. 14 CSA 70 L				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount
				03/04	\$ 307,355			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

South West Pump & Drilling, Inc.

hereinafter called Contractor

Address

53-381 Highway 111

Coachella, CA 92236

Telephone

(760) 398-3977

Federal ID No. or Social Security No.

33-0662073

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I.

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement For Bids (Project No. 990046), dated June 24, 2003.
- B. Bidder's proposal dated July 29, 2003.
- C. Bid Documents entitled "Drilling of Well 14", including:
 - Instructions to bidders
 - General Conditions
 - General Specifications

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Well Drilling Specifications
Figures
Appendicies

- D. Certified copy of the Record of Action of the Board of Supervisors,
County of San Bernardino.

and they are included in their entirety as a part of this Contract by reference thereto.

II.

The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference to the bid items as shown in the proposal bid sheet, in consideration of:

TOTAL SUM BID \$ 307,355.00

III.

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the Board of Supervisors.

IV.

The Contractor agrees to indemnify, defend and hold harmless the County of San Bernardino, Special Districts Department, the District and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County, Special Districts Department and the District on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of workers' compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles.

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The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).

Additional Named Insured - All policies, except for the Workers; Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above-required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services.

Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V.

The County agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of Three Hundred and Seven Thousand Three Hundred and Fifty Five Dollars (\$307,355.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment to be made thirty-five (35) days

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subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approval by the Board of Supervisors, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

VI.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed from the County of San Bernardino to proceed with the work and shall complete it within ninety (90) calendar days after Notice to Proceed.

VII.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

VIII.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

IX.

The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors.

Where a hearing held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the general contractor, who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

X.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other

applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Contractor agrees to comply with the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the American Disabilities Act.

Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et sec.

Contractor agrees to give priority consideration in filling vacancies in positions to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code in accordance with Article 3.9 (commencing with Section 1134-9) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____